

AGREEMENT

Between the

***Board of Education of Waterford Township
The County of Camden***

And the

***Waterford Township Education Association
Certified Staff Contract-***

2002-2005

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PREAMBLE

THIS AGREEMENT entered into this 12th day of December 2001, by and between the Board of Education of Waterford Township hereinafter called the "Board" and the Waterford Township Education Association, hereinafter called the "Association".

I. RECOGNITION

- A. The Board hereby recognized the Association as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all professionally fly certified personnel employed by the Board, including teachers, nurses, child study team (L.D.T.C, school psychologist, social worker, speech/lang. specialist, and counselors).

But excluding: administrative executive personnel, office and clerical personnel, maintenance and operating employee, non-professional personnel, janitors, library clerks, bus drivers, cafeteria personnel, substitute teachers, summer personnel, if any.

- B. Unless otherwise indicated the term, "Teacher" when used hereinafter in this agreement, shall refer to all certified educational employees represented by the Association in the negotiating unit as defined above.

II. NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with N.J.S.A. 34:13A-1, etseq., in good faith effort to reach an agreement on all matters concerning the terms and conditions of teachers employment. Such negotiations shall begin accordingly to established and published P.E.R.C. guidelines.

- B. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

III. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Grievance" - a "grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement negatively affecting a teacher or group of teachers regarding the terms and conditions of employment.
2. "Aggrieved Person" - an aggrieved person" is the person(s) making the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. All meetings and hearings under this procedure, shall not be conducted in public and shall include only such parties and interests and their designated or selected representatives, heretofore referred to in this Article, unless otherwise noted by the parties concerned.

C. PROCEDURE

1. A grievance to be considered under this procedure must be initiated in writing within twelve (12) school days from the time when the grievant knew or should have known of its occurrence. A school day shall be defined as any day in which school is in session for a four (4) hour period.
 - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to initiate or appeal, as the case may be, a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision.
 - b. It is understood that any aggrieved person shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and affect thereof shall have been fully determined.
 - c. Time Limits - Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
 - (1) In the event one of the parties is on an excused absence, the time limits may be extended by mutual consent.
2. Any person who has a problem which could result in a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level. If the matter cannot be resolved informally, the aggrieved may file a formal written grievance with the immediate supervisor. The immediate supervisor shall give his decision in writing within seven (7) school days of receipt of the written grievance.
3. The aggrieved person, no later than (7) school days after receipt of the decision of his immediate supervisor may appeal the decision to the Chief Administrator of Schools. The appeal to the Chief Administrator must be made in writing specifying:
 - a. The nature of the grievance.
 - b. The nature and extent of the injury, loss, or inconvenience.
 - c. The results of the previous discussions.
 - d. That portion of the immediate supervisor's decision that the grievant disputes.
 - e. Remedy sought.

The Chief Administrator shall attempt to resolve the matter as quickly as possible, but within a period not in excess of seven (7) school days from the receipt of the appeal. The Chief Administrator shall communicate his decision in writing to the aggrieved person, to the Association, and the immediate supervisor.

4. If the grievance is not resolved to the aggrieved person's satisfaction, he, no later than (5) school days after receipt of the Chief Administrator's decision, may request a review by the Board. The request shall be submitted in writing through the Chief Administrator of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the aggrieved person and render a decision in writing and forward copies thereof to the grievant and to the Association within ten (10) school days of the receipt of the appeal or, if a hearing is granted, within (10) school days of the date of the hearing. The referred to hearing, if granted, shall be held within twenty (20) school days after the receipt of the appeal notice. In the event that the time periods are interrupted by a vacation period, school days shall mean calendar days, exclusive of Saturdays, Sundays, and holidays.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and he wishes review by a third party, and if the Association determined that the matter should be reviewed further, it shall advise the Board through the Chief Administrator within fifteen (15) school days of receipt of the Board's decision, and the Association shall submit the grievance to arbitration within fifteen school days thereafter. However, the Board's decision shall be final and binding on the grievances concerning:

- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any, rule or regulation of State Commissioner of Education, or
- b. A complaint of a non-tenure teacher which arises by reason of his not being re-employed, or
- c. A complaint by any certificated personnel occasioned by appointment to retention in or lack of retention in, any position for which tenure either is not possible or not required, or
- d. Any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action by the Board alone.

6. Securing services of an arbitrator:

a. The following procedure shall be used to secure the services of an arbitrator:

(1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine within fifteen (15) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration may be requested by either party to designate an arbitrator.

b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, not subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be binding. In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected.

c. Right of teachers to representation:

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by the Association or by a representative selected or approved by the Association.

7. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. Any necessary document not previously supplied, it will be provided at cost per board policy.

D. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at this point as long as the immediate supervisor does not have authority to act on the grievance. A group grievance shall be filed within twelve (12) school days, and the Supervisor/Superintendent shall have seven (7) school days within which to respond.

E. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

IV. TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, and as hereinafter amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

B. Any criticism by a supervisor or administrator of a teacher and/or their instructional methodology shall be made in confidence and not in the presence of students, parents, the public, or colleagues except during Faculty Council meetings or teacher/administrator meetings, called to discuss such matters in which a colleague appears to represent or support the teacher at the teacher's request.

C. Whenever any teacher is requested to appear before an administrator, his designee, Board, any committee of the Board, or any member thereof, concerning any matter which could adversely affect the continuation of the teacher's position, the said teacher shall be entitled to have a representative of the Association present during such proceedings.

D. No teacher shall be discharged, disciplined, reduced in rank or compensation, or deprived of any professional advantage, without just-cause.

E. Any complaints regarding a teacher made to any member of the Administration and/or the Board of Education by any parent, student or other person may, if made in writing, be promptly investigated by the Administration and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint. The complainant shall be identified to the teacher. If the complaint is verbal, the person making the complaint will be referred to the teacher for a teacher-parent conference. In the event of either a written or verbal complaint, the Administrator may schedule a conference involving parent, teacher and Administrator in order to resolve said complaint.

F. The Board shall establish one official personnel file for each teacher, the location of which shall be in the office of the Chief School Administrator (the parties recognize that the business office maintains a file regarding payroll and benefit materials).

1. Teachers shall have the right, upon request, to review the contents of their personnel file. If there is any material in the personnel file which the teacher believes to be derogatory, the teacher may submit a written answer to such material which shall be placed in the file.

2. All teachers shall have the right to make copies of any documents in the personnel file.

V. ASSOCIATION RIGHTS

A. The Board agrees to make available upon request to the Association, all material which is open to the public concerning the educational program and the financial resources of the district

B. The Board shall permit the Association to use the school buildings for meetings at all reasonable hours. The Association shall submit a schedule of meetings in advance for Board approval. Requests for meetings of an emergent nature which cannot be approved by the Board due to time factors shall be submitted for approval to the Chief Administrator, which approval shall not be unreasonably withheld. All Association meetings in school buildings shall be concluded by 9:00 P.M. All costs incurred by the Board of Education as a result of a granted request which would not be otherwise incurred, shall be the responsibility of the Association.

- C. The Board will supply the Association with a complete copy of Board policies and revisions when adopted and copies of all Public Board minutes without costs to the Association.
- D. The Association shall have the right to use mailboxes, designated bulletin boards and copy machines.

VI. TEACHERS SIGN IN PROCEDURE

- A. Teachers shall indicate their presence for duty each day by placing their initials in the appropriate column of the faculty sign-in roster. Teachers shall also place their initials in the appropriate column of the faculty sign out roster at appropriate departure times.

The appropriate times shall be as required by the application of Article XX.

- and*
- B. The implementation of an effective educational program is dependent upon punctuality of both teachers and students. If, per the school clock in the school office, the teacher arrives late, there shall be a conference scheduled between the teacher and the principal. If a teacher arrives late a second time within the school year a written notice to that effect shall be placed in the teacher's file. If a teacher arrives late for a third time within the school year, a written reprimand shall be placed in the teacher's file advising the teacher that a fourth occurrence within the school year may result in a withholding of increment.

VII. SICK LEAVE

- A. Illness on part of the employee

- 1. Teachers shall be entitled to ten (10) sick days each school year. If a teacher is employed only part of the school year said teacher shall be entitled to sick days on a pro rata basis. When sick days are consumed, pay will no longer be received for days lost due to illness. Teachers steadily employed, but on a part-time basis, shall be accorded sick leave days on a pro rata basis.

- 2. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

- 3. Upon retirement, pursuant to TPAF definition, after at least fifteen (15) years of service in the school district, the teacher shall be reimbursed for unused accumulated sick days as follows:

- a. If retiring during:
 - 1. 2002-2003 \$125.00 per day
 - 2. 2003-2004 \$55.00 per day (150 day cap)
 - 3. 2004-2005 \$55.00 per day (150 day cap)

Board must receive notice of retirement by December 1, 2002, for retirement in the 2002-2003 school year.

- b. A teacher with accumulated sick leave in excess of \$500.00 shall be entitled to reimbursement upon retiring from the district in excess of that amount only if the teacher provides the Board with one (1) years notice prior to retiring from the district Such notice shall not require a teacher to retire nor be a commitment on the part of a teacher to retire from the district. If a teacher does not give the one (1) year notice above mentioned he or she may not be reimbursed until July 1 of the following year, except, during the first year of the agreement the Board must receive notice of retirement by December 1, 2002 for retirement in the 2002-2003 school year. However, this provision shall be in full force during the second and third years of the agreement

VIII. TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be eligible to receive three (3) days personal leave without loss of pay. Application should be made to the immediate supervisor three (3) days in advance, except in cases of emergency, and be approved by the Chief School Administrator. Teachers shall not be required to state reasons for such leaves. No other time off shall be permitted, except as defined herein, without the written consent of the Chief School Administrator. Personal leave may be taken on the day before or the day after a holiday or holiday period, but not both.
- B. Personal days shall not be cumulative, but any unused personal leave days shall, at the end of the school year, be converted into sick days and shall accumulate as sick days.
- C. Teachers may be excused from their duties at the discretion of the Chief School Administrator for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with Board consent. Each teacher may be granted a minimum of one day for such visitations each year.
- D. Death in Family
1. Teachers will be excused from duty with pay for two (2) days in the event of death of a grandparent or grandchild.
 2. Teachers will be excused from duty with pay for a maximum of three (3) days in the event of a death of a brother or sister by blood relationship, a mother-in-law or a father-in-law.
 3. Teachers will be excused from duty for a maximum of five (5) days in the event of death of husband, wife, child, parent or stepparent, said days to be used within fifteen (15) days of death,
 4. Teachers will be excused from duty with pay for a maximum of one (1) day for an aunt or uncle, brother-in-law or sister-in-law,
- E. Teachers will be excused from duty with pay for any necessary Court and/or administrative agency appearance connected with the teacher's employment or school.
- F. Other leaves of absence with or without pay may be granted by the Board through the recommendation of the Chief School Administrator.

IX. EXTENDED LEAVES OF ABSENCE

- A. Disability and Child Rearing Leave
1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job related purposes, short-term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extension, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to disabilities due to the above caused as they are applied to other short term disabilities incurred by members of the bargaining unit.
 2. A teacher shall notify the Board of Education of pregnancy at least sixty (60) days prior to the requested disability or child-rearing leave. At that time, the teacher shall indicate her anticipated date of return. This date, in the case of a child-rearing leave, shall be, at the teacher's option (if tenure), up to two (2) semesters, the return to work being either the first day in September or the first day of the spring semester.
 - a. Leaves in excess of two (2) semesters may be granted at the sole discretion of the Board of Education on a case-by-case basis.
 - b. A non-tenure teacher shall be granted a child-rearing leave only if she is able to return on the next of the above dates occurring during her current contract year. If a non-tenure teacher requires child-rearing leave extending beyond her contract years, her retiring will be at the discretion of the Board of

Education. Any child-rearing leave granted to a non-tenure teacher under this Article shall not count toward accrual of time for achieving tenure. If a non-tenure teacher cannot return, to the next commencement date, permission for her returning during the contract year will be within the sole discretion of the Board of Education.

3. In the event of an adoption of a child under two (2) years of age, the teachers shall be entitled to the same leave as set forth above in paragraph A.2 of this Article, Where the child to be adopted is two (2) years old or older, a leave as set forth in paragraph A.2 of this Articles shall be granted only if the adoption approval requires leave of absence from employment,

B. A leave of absence without pay of up to one year shall be granted upon proper application to the Board of Education to tenure teachers for the purpose of caring for a sick member of teacher's immediate family. Additional leave may be granted at the discretion of the Board. Non-tenure teachers may, in the discretion of the Board, be awarded a leave of absence in the same manner and pursuant to the same conditions as stated above.

Upon initial application, the employee shall specify the tentative intended date of return to work which shall be confirmed at least thirty (30) days prior to such date. In the case of non-tenure teachers, such leave shall not extend beyond the end of the current academic year.

"Immediate family" is defined to mean spouse, child, stepchild, or parent.

C. Upon return from leave granted pursuant to this Article, a teacher shall be placed on the salary schedule at the step following the step that he or she was on prior to the taking of the leave unless he or she should return within the same school year whereby he or she would return to the same step, providing the teacher worked at least one-half the current school year. If the teacher worked less than one-half the current school year, he or she will return to the step the teacher was on when going on leave, except in the case of child-rearing, and child birth disability.

D. All unused accumulated sick leave shall be restored upon a teacher's return from a leave of absence. All teachers shall be given the opportunity to maintain medical insurance under the plan maintained for the teachers by the Board of Education at the teacher's own expense during the term of any leave of absence, upon thirty (30) day written notice, "prior to leave" commencement, to the Board. Upon a teacher's return from a leave of absence, the cost of maintaining medical coverage shall be assumed by the Board of Education upon he same terms and conditions as it is maintained for other teachers. If a teacher has not maintained coverage under the Board of Education's plan during the term the teachers leave of absence, that teacher shall be re-enrolled in the Board of Education's plan at the time of the next enrollment period.

E. Sabbatical Leave

1. Purpose - a sabbatical leave may be granted to a teacher for a period of not greater than one year by the Board for study including study in another area of specialization, for travel or for other reasons of value to the school system.

2. Conditions - sabbatical leave shall be granted, subject to the following conditions:

a. Requests - requests for sabbatical leave must be received by the Chief Administrator in writing in such form as may mutually be agreed on by the Association and Chief Administrator, no later than December 1 and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

b. Minimum time to qualify - the teacher has completed at least four (4) full school years of service in Waterford Township School District.

- c. Pay - a teacher on sabbatical leave shall receive no compensation by the Board during the period of absence.
- d. Return - upon return from sabbatical leave a teacher shall be placed on the salary schedule at the step following the step that he or she was on prior to the taking of the leave.

X. NON-TEACHING DUTIES

A. INTENT

The Board and the Association mutually agree that a teacher's primary responsibility is to teach and that his energies should, to the extent possible be utilized to this end. Therefore, they agree as follows:

B. APPLICATION

- 1. Teachers shall have a thirty (30) minute duty-free lunch period as prescribed by the State Department of Education.
- 2. Teachers shall not be required to supervise playground or lunches.
- 3. One (1) teacher shall be on-call to assist in cases of emergency and discipline problems. It is not the intent that the on-call teacher be physically present in the lunch or playground area, but said teacher should be on the school premises during the on-call period.
- 4. The Board agrees to provide machine scoring on all Iowa, tests, Standardized Achievement, Ability, and I.Q. Tests. Past practice shall be the ruling factor in this area of concern.
- 5. The Board of Education agrees to pay each teacher \$24.00/hour remuneration for home instruction as well as for bus duty performed beyond the workday.
- 6. Teacher leaving the building should notify the supervisor or the secretary upon leaving and returning. Teachers must be back in time for class or scheduled assignment.

XI. TEACHER EMPLOYMENT

- A. Up to five (5) years experience in a public school system shall be accredited to the salary guide for experience gained outside of the district.
- B. Any reduction in force or retiring thereafter shall be by seniority in accordance with the New Jersey Statutes and New Jersey Administrative Code.

XII. TEACHER EVALUATIONS

- A. A teacher shall have the right to see copies of all evaluation reports prior to their entry into the teacher's personnel file. A teacher shall be required to initial such report to indicate that he/she has seen it. However, this initialing shall not indicate agreement with such evaluation. A copy of the evaluation report shall be furnished to each teacher evaluated. A teacher may have a letter of explanation or rebuttal placed in his file in answer to any evaluation report included therein; except that said rebuttal or explanation letter must be placed in the file not later than ten (10) days after the evaluation is entered into the employee's file.
- B. All monitoring or observations of the work performance of teachers shall be conducted openly and with full acknowledge of the teacher and pursuant to N.J.A.C. 6:31.19. It shall include the following:
 - 1. Teachers shall be provided with an annual over-all summary of their work performance.

a. Such summary shall reflect the performance of the staff member as an employee of the Board observed throughout the year. The observance must be made by the Chief Administrator or other properly qualified person designated by the board.

b. Written teacher notification shall be made within five (5) school days of any observable events that may adversely effect the teacher's future employment or status. Such notices are to be considered confidential; (the event may be included in the summary but not to be entered in the teacher's permanent file).

c. Teachers shall have the right to rebut such summary and notices according to the procedures in Paragraph A of this section.

d. The Chief Administrator or designee and teacher must sign the summary, but the teacher's signature shall not indicate agreement with the summary only that he/she has seen it. Thereafter, all collected notices shall be destroyed upon reaching two (2) years of age, except a letter of reprimand.

e. Any monitoring of observance of a teacher is subject to the following exceptions:

- 1) Intercoms
- 2) Observing through windows
- 3) Lack of physical presence
- 4) Heard events that are not observed

C. Teachers shall be evaluated by the Chief Administrator of Waterford Township or other properly qualified person designated by the Board.

D. A conference shall be held no later than seven (7) school days after any class visit.

XIII. LETTER OF INTENT

A. All teachers who will or will not be rehired for the ensuing school year shall receive a letter of intent on or before the date required by law. Teachers who will be rehired shall indicate their intentions two (2) calendar weeks after receiving said notification.

XIV. FACULTY COUNCIL

- A. The parties shall select a faculty council which shall meet at least once a month for the duration of the school year. This council shall consist of a maximum of ten (10) members. The Association will have a maximum team of five (5) members and the Administration will also have a maximum team of five (5) members.
- B. This council shall be conducted as a work session. It will provide avenues to better facilitate the smooth operation of educational programs, resulting in quality education for children. One of the purposes of this council shall be to make recommendations to the Administrative team relative to district level concerns regarding educational programs.
- C. The council will also provide an opportunity to promote and maintain good working relationship between the teachers and administrators.
- D. The final minutes of each monthly meeting shall be mutually agreed to and signed by each side. If either side wishes to add a position or clarification, that position shall be attached to the final minutes.
- E. The faculty Council shall review and discuss concerns regarding the educational program of the District and the Administration of this Agreement, and may submit recommendations to the Board.

XV. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to pay the full cost of registration and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the Administration and/or the Board of Education.
- B. The Board agrees to pay up to \$1,200.00 per teacher for graduate courses undertaken by a teacher during this agreement. The teacher must receive approval of the Chief Administrator for all courses taken and the teacher must receive a grade of "B" or better in order to receive reimbursement above mentioned. A certification from the college must be given to the Chief Administrator to indicate that the tuition, books, and registration fees were actually paid. All such books and related professional materials shall be placed in a library with the district for use by all professional staff. Certification from the college must indicate teacher received a grade of "B" or above. In such courses noted by the college to be only a pass/fail grade, teacher shall obtain a pass grade to qualify. Under graduate courses shall be reimbursed if approved by the superintendent.

XVI. PROTECTION OF TEACHERS AND PROPERTY

- A. The Board shall give full support, including legal and other assistance, for any assault upon a teacher while acting in the discharge of his duties.

XVII. PERSONAL FREEDOM

- A. The personal life of a teacher is not an appropriate concern of attention of the Board, except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

XVIII. TEACHER FACILITIES

- A. Teachers will be provided with a teachers' room at each school, which rooms shall be air-conditioned.
- B. The teachers' room at all schools shall be provided with a typewriter, bulletin board, and refrigerator for the use by the teachers.
- C. Teachers will be given direct access to duplicating equipment. Teachers will be given a primary typewriter for their use in each building housing K-2 students.
- D. Each teachers' room shall be furnished with a water cooler at Board expense.

XIX. TEACHER WORK YEAR

- A. A faculty council shall make recommendations to the Chief Administrator concerning the establishment of any changes in the school calendar. The Administration shall give prior notice to certain designated teacher representatives of changes in the school calendar. It is understood by both parties to the Agreement that prior notice cannot always be given and that certain emergency situations might necessitate the changing of the calendar without prior notice.
- B. The work year shall be 185 days for teachers and for those Child Study Team members who do not receive compensation for extended time. Pupil days shall be 180 days.
- C. All other Child Study Team members shall work until June 30th annually.

D. In addition eleven (11) month team members shall work one (1) additional month during the months of July and August to be scheduled through the Chief School Administrator or designee.

E. Child Study Team members shall follow the teachers' calendar during the teacher's school year.

XX. TEACHER AND STUDENT DAY

A. The teachers' workday is six (6) hours and forty-five (45) minutes and the student day is six (6) hours and fifteen (15) minutes. Using Atco School as an example, the teacher and the student days shall be as follows:

Teacher Reporting Time 8:15 a.m.

Student Reporting Time 8:30 a.m.

(This represents the earliest time at which students can be admitted to the classroom.)

The regular instructional day, including those duties referred to by the parties as "housekeeping chores", shall begin at 8:35 a.m. Students shall be dismissed and bus loading shall commence at 2:50 p.m. The teachers' workday shall end at 3:00 p.m.

B. The Child Study Team work day is seven (7) and one-half hours except for 185 day team members whose work day shall be the same as a teachers work day, inclusive of a thirty (30) minute duty-free lunch.

XXI. MISCELLANEOUS PROVISIONS

A. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contact between the Board and the individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. All administrative meetings, outside of regular working hours will be held with three (3) school days notice unless an emergency occurs. Such meetings shall not be held more than twice monthly unless an emergency occurs, and every effort shall be made by the Administration to hold their meetings to one (1) hour or less. An agenda for said meeting shall be provided to designated representatives of each school within the District one (1) day prior to the said meeting.

D. Proposed changes in existing working conditions must be negotiated with the exclusive bargaining agents before they are establishes.

F. Classroom preparation time and other non-pupil contact activities during enrichment periods shall be continued in accordance with established practice and procedure. Every effort shall be made by the Board to obtain sufficient substitutes to prevent the necessity of using teachers during enrichment classes to cover for absent personnel. Beginning with the 2002-2003 school year, after a teacher loses four preparation periods, they shall be compensated for each subsequent lost preparation time accordingly:

2002-2003	\$15.00 for each lost preparation time
2003-2004	\$20.00 for each lost preparation time
2004-2005	\$20.00 for each lost preparation time

Lost preparation time need not be consecutive, but rather cumulative.

XXII. INSURANCE PROTECTION

A. The Board will pay complete individual coverage and family coverage as per the benefits listed in Appendix A (Health Insurance) throughout the term of this agreement, except that individuals hired after March 1, 1999, shall receive single coverage until they have completed three (3) years of service to the district. Payroll deduction shall be available for those individuals receiving only single coverage, but desiring coverage for eligible dependents.

B. During the term of this contract, the Board of Education shall maintain dental insurance for employees as per the benefits listed in Appendix A-2 (Dental Insurance).

C. The Board will provide, at its own expense, the present prescription coverage level for both individual coverage and family coverage except that individuals hired after March 1, 1999, shall receive single coverage until they have completed three (3) years of service to the district. Payroll deduction shall be available for those individuals receiving only single coverage, but desiring coverage for eligible dependents. The co-pay program shall include a \$2.00 fee for prescriptions of generic drugs, \$10.00 fee for prescriptions of brand name drugs and a \$0 co-pay for mail order as outlined in Appendix A-3.

D. No insurance carrier will be changed except by the mutual agreement of the parties; however, the Board shall have the right to change an insurance carrier provided that coverage levels required by this Agreement are maintained. If a carrier change will result in any change of coverage levels, there must be agreement between the Board and the Association before such a change is effected.

E. During each year of the Agreement the Board will insist that the health insurance agent or carrier provide an individual to answer questions as to forms and coverage. This program shall occur once during the school year.

F. The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of making available a cash option.

1. An employee otherwise entitled to insurance coverage shall have the option to withdraw from any such coverage and to be paid a sum equal to one (1) of the eligible premium coverage(s) for each year that the withdrawal remains in effect. All withdrawals from insurance coverage shall be for a minimum of one (1) year corresponding to the benefits period established by the carrier. The cash payment shall be in the form of a stipend payable bi-monthly and shall be fifty percent (50%) of the employee's eligible coverage under the traditional plan (medical, dental, prescription).

2. Notwithstanding the above, employees who have a change in status (e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the year provided the employee gives the Board notice of the change in status within sixty (60) days of the event causing change. Otherwise, all elections for a cash option shall be in effect for the entire twelve (12) month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status.

2. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.

XXIII. MANAGEMENT RIGHTS

Except as limited by the specific provisions of this agreement, the Board of Education reserves to itself all rights and functions vested in it pursuant to all applicable laws and regulations.

XXIV. PROCEDURE FOR WITHHOLDING INCREMENTS.

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

1. That the procedures be adhered to as outlined in Article XII "Teacher Evaluation".
2. The immediate supervisor and/or Chief Administrator shall not forward any recommendation to withhold a teacher's increment or a part thereof to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than April 1 of the preceding school year in which such action would take effect, the administrator has given to the teacher against whom the recommendations shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof which such particulars as to furnish the teacher an opportunity to correct and overcome the same.

Any employee who has an increment withheld under this procedure may appeal the action to the Board through all of the procedures outlined in Title 18A up to and including a decision by the Commissioner of Education. Any employment increment or adjustment increment or part thereof withheld without specific term shall, upon request by the individual and/or her/he designee, be reviewed and reevaluated by the Board between January 1 and April 1.

XXV. WORK CONTINUITY

A. The Association covenants and agrees that during the lifetime of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Association agrees that any such action would constitute a material breach of the Agreement.

B. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.

C. Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

XXVI. PAYMENT OPTION

A. All personnel covered by this contract may independently elect to have a portion of their salary withheld and deposited to their credit in the South Jersey Federal Credit Union.

B. A direct deposit option is offered by The Board of Education to those employees requesting the option.

XXVII. FULLY BARGAINED AND DURATION OF AGREEMENT

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that this agreement represents and incorporates the complex and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

This agreement and salary schedule shall continue in full force and effect until June 30, 2005.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries.

DATED June 13, 2002

WATERFORD TOWNSHIP
EDUCATION ASSOCIATION

BY: Julia De Palma Duffy
PRESIDENT

ATTEST:

Lynda Garrett
SECRETARY

DATED: 6/19/02

WATERFORD TOWNSHIP
BOARD OF EDUCATION

BY: Thomas J. Deluca
PRESIDENT

ATTEST:

Ed Donald
SECRETARY

WATERFORD 2002-2003

<u>Step</u>	<u>BA</u>	^{BA} <u>B+15</u>	^{BA} <u>B+30</u>	<u>MA</u>	<u>M+15</u>
1	36,517	37,467	38,417	39,367	40,317
2	36,717	37,667	38,617	39,567	40,517
3	36,917	37,867	38,817	39,767	40,717
4	37,167	38,117	39,067	40,017	40,967
5	37,417	38,367	39,317	40,267	41,217
6	37,667	38,617	39,567	40,517	41,467
7	37,917	38,867	39,817	40,767	41,717
8	38,167	39,117	40,067	41,017	41,967
9	38,467	39,417	40,367	41,317	42,267
10	38,767	39,717	40,667	41,617	42,567
11	39,123	40,073	41,023	41,973	42,923
12	39,478	40,428	41,378	42,328	43,278
13	39,850	40,800	41,750	42,700	43,650
14	43,873	44,823	45,773	46,723	47,673
15	48,524	49,474	50,424	51,374	52,324
16	51,466	52,416	53,366	54,316	55,266
17	58,906	59,903	60,900	61,897	62,894
Off	59,306	60,303	61,300	62,297	63,294
CST					
53,477					
54,317					
61,455					

Salaries of off guide Child Study team members are on record with the Board Administrator and the Education Association.

Individuals in their 24th year of experience during 1997-98 and whose names are on record in the Board office and in possession of the Association are receiving a longevity increase of \$400.00 above their respective maximum salary guide figure.

WATERFORD 2003-2004

<u>Step</u>	<u>BA</u>	^{BA} <u>B+15</u>	^{BA} <u>B+30</u>	<u>MA</u>	<u>M+15</u>
1	38,000	39,061	40,031	41,002	41,972
2	38,291	39,261	40,231	41,202	42,172
3	38,491	39,461	40,431	41,402	42,372
4	38,691	39,661	40,631	41,602	42,572
5	38,891	39,861	40,831	41,802	42,772
6	39,091	40,061	41,031	42,002	42,972
7	39,291	40,261	41,231	42,202	43,172
8	39,597	40,568	41,538	42,508	43,479
9	39,961	40,931	41,902	42,872	43,842
10	40,323	41,294	42,264	43,234	44,205
11	40,703	41,674	42,644	43,614	44,686 ⁴⁴⁵⁸⁵
12	44,813	45,783	46,753	47,724	48,694
13	49,563	50,533	51,504	52,474	53,445
14	54,865	55,860	56,854	57,848	58,843
15	60,168	61,186	62,204	63,223	64,241
Off	60,568	61,586	62,604	63,623	64,241 ⁶⁴⁶⁴¹
CST					
54622					
55480					
62771					

Salaries of off guide Child Study team members are on record with the Board Administrator and the Education Association.

Individuals in their 24th year of experience during 1997-98 and whose names are on record in the Board office and in possession of the Association are receiving a longevity increase of \$400.00 above their respective maximum salary guide figure.

WATERFORD 2004-2005

<u>Step</u>	<u>BA</u>	^{BA} <u>B+15</u>	^{BA} <u>B+30</u>	<u>MA</u>	<u>M+15</u>
1	40,000	41,020	42,040	43,060	44,080
2	40,170	41,190	42,210	43,230	44,250
3	40,320	41,340	42,360	43,380	44,400
4	40,470	41,490	42,510	43,530	44,550
5	40,620	41,640	42,660	43,680	44,700
6	40,770	41,790	42,810	43,830	44,850
7	40920 37,917	41940 38,867	42960 39,817	43800 40,767	45000 41,717
8	41070 38,167	42090 39,117	43110 40,067	44130 41,017	45150 41,967
9	41220 40,920	42240 41,940	43260 42,960	44280 43,980	45300 45,000
10	41,370	42,390	43,410	44,430	45,450
11	41,731	42,751	43,771	44,791	45,811
12	45,547	46,567	47,587	48,607	49,627
13	49,563	50,583	51,603	52,623	53,643
14	54,865	55,885	56,905	57,925	58,945
15	62,068	63,088	64,108	65,128	66,148
Off	62,468	63,488	64,508	65,528	66,548
CST					
	57,925				
	58,945				
	66,148				

Salaries of off guide Child Study team members are on record with the Board Administrator and the Education Association.

Individuals in their 24th year of experience during 1997-98 and whose names are on record in the Board office and in possession of the Association are receiving a longevity increase of \$400.00 above their respective maximum salary guide figure.

Waterford Education Association
Conversion Chart

2002-03		2003-04		2004-05	
Exp.	Step	Exp.	Step	Exp.	Step
1	1	1	1	1	1
2	2	2	1 ²	2	2
3	3	3	1 ³	3	2 ³
4	4	4	2 ⁴	4	2 ⁴
5	5	5	3 ⁵	5	3 ⁵
6	6	6	4 ⁶	6	4 ⁶
7	7	7	5 ⁷	7	5 ⁷
8	8	8	6 ⁸	8	6 ⁸
9	9	9	7 ⁹	9	7 ⁹
10	10	10	8 ¹⁰	10	8 ¹⁰
11	11	11	9 ¹¹	11	9 ¹¹
12	12	12	10 ¹²	12	10 ¹²
13	13	13	11 ¹³	13	11 ¹³
14	14	14	12 ¹⁴	14	12 ¹⁴
15	15	15	13 ¹⁵	15	13 ¹⁵
16	16-17 16	16	14 ¹⁶	16	14 ¹⁶
17+	18+ 17	17	15 ¹⁷⁺	17	15 ¹⁷⁺

Appendix A
Health Insurance - CURRENT PLAN

BENEFIT	TRADITIONAL COMPONENT
Contract/Benefits booklet received	Yes
Number of plans offered	1
Open enrollment period	Yes
Member may switch plans during open enrollment/begin new level of benefits	Yes
Appeal procedure for disputed claims	Insurance providers, then to State Health Benefits Commission
Coverage categories	Single Husband/Wife Parent/Child Family
Surcharge included in rates/premiums	N/A
Definition of full-time employee	Employee works Minimum of 20 hr./week
Definition of dependent child	Unmarried children; includes stepchildren, foster children, legal wards
Maximum age for dependent Coverage	End of calendar year in which child turns 23; continued coverage over 23 if handicapped
Dependent child must be full-time student	No
Full coordination of benefits in-district/out-of-district	With PPO/HMO in-district/out-of-district
Reimbursement for Medicare B by Board of Education for active employee and/or spouse	Yes
Method of premium payment (monthly premium, minimum premium, reserves, self-insurance, reinsurance, etc.	Monthly Premium
Automatic "spin-off" from basic to major medical	Yes
Which organ transplants are covered	Heart, lung, heart-lung, Pancreas, kidney, cornea, liver, certain bone marrow
Benefits covered from "First Dollar"	Hospital, skilled nursing facility, "PAT", some surgical, hospital for accidental injury, some diagnostic lab & x-ray, physical therapy, radiotherapy
Plan permits cobra-covered employee to return to group plan at retirement	Yes
Home health care	60 visits in 61 days following hospital discharge
Restriction on hospital usage	All hospital in NJ covered
Managed care component for mental and nervous disorders	No
Managed care component for alcohol/substance abuse	No
Mandatory second surgical opinion requirement	No
Penalty for not obtaining mandatory second surgical opinion	None
Pre-admission certification required	No

Penalty for not obtaining "PAC" for hospital/procedure	None
Continued stay review (CSR) for hospitalization	No
First dollar coverage in-hospital treatment-mental and nervous disorders	100% for 20 days at member facility, balance at 80% after deductible up to annual/lifetime max.
First dollar coverage for lab and diagnostic benefits	X-ray Therapy-\$500 Lab-Pathology-\$25 Radium Therapy-\$150 Diagnostic X-ray-\$125 Physical Therapy-\$50 Balance at 80% after deductibles

MAJOR MEDICAL

Maximum out-of-pocket expenses	\$100 deductible per employee \$400 coinsurance per person; only 1 dependent pays deductible
Stop-loss/Threshold limit	80% of UCR up to \$2,000 after deductibles. Then 100% of UCR
Definition of usual customary and reasonable	Claims paid up to 90th percentile of UCR
Determination of UCR	NJ and out-of-state zip code where treatment occurs
Prescription drug co-payments covered	Yes
Dollar limit for out-of-hospital mental and nervous disorders-annual/lifetime	\$10,000 Annual \$20,000 Lifetime
Restoration clause for mental and nervous disorders	Up to \$2,000 per year for additional \$20,000. Lifetime/total \$40,000
Restoration clause for all other major medical	Up to \$2,000 per year
Lifetime limits of major medical	\$1,000,000 per person plus restoration benefits
Honors deductibles and coinsurance paid under existing plan	Yes
Chiropractic care	Covered at 80% after deductible, provided it is medically necessary and not for maintenance
Maternity	Some first dollar coverage. Balance at 80% under major medical up to \$2,000. 100% after \$2,000
Physical therapy	\$50 at 100% out-of-hospital, balance to major medical at 80% after deductible

Prescription Lens Reimbursement \$200 every 24 months

POINT OF SERVICE BENEFIT	
Contract/benefits booklet received	Yes
Number of plans offered	1
Open enrollment period	Yes
Member may switch plans during open enrollment/begin new level of benefits	Yes
Appeal procedure for disputed claims	Insurance providers, then to State Health Benefits Commission
Coverage categories	Single Husband/wife Parent/Child Family
Surcharge included in rates/premiums	N/A
Definition of full-time employee	Employee works minimum of 20 hrs. per week
Definition of Department child	Unmarried children: includes step children, foster children, legal wards

**Appendix A
Health Insurance**

BENEFIT	POINT OF SERVICE
Maximum age for dependent coverage	End of calendar yr. In which child turns 23; continued coverage over 23 if handicapped
Dependent child must be full-time student	No
Full coordination of benefits in-district/out-of-district	With traditional/HMO in-district or other SHBP with non-SHBP plans out-of-district
Reimbursement for Medicare by Board of Education for active employee and/or spouse	Yes
Monthly premium method of premium payment (monthly premium, minimum premium, reserves, self-insurance, reinsurance, etc.)	Monthly premium
Plan permits cobra-covered employee to return to group plan at retirement	Yes

Appendix A

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Benefits covered from "First Dollar"	Most expenses some after \$5.00 co-payment	Emergency accidental injury after \$25.00
Skilled nursing facility	100 days per yr. At 100% in member facility	60 days per yr. at 70% after ded.
Home health care	100%	70% after ded.
Sufficient no. of providers both hospitals and physicals in area	Yes	N/A
Number of providers	53 + NJ hosp. 4,000 + NJ phys. 38 + NY hosp. 2,400 + NY phys. 32 + PA hops. 2,000+ PA hops. Plus Prucare Providers in other states	
List of PPO/POS providers submitted	Yes	N/A
Deductibles and coinsurance	Co-payments \$5 per office visit \$25 per emergency room; 10% out-patient mental health	Deductibles \$100 per hosp. Stay per indiv., \$250 per hosp. stay per family most expenses: \$100/\$250 per year
Maximum out-of-pocket expenses	\$400 per individual \$1,000 per family	30% of all exp. except 50% for in-patient drug and mental disorders to \$2,000 per individual or \$5,000 per family
Lifetime limits for mental health and drug related care	\$15,000 Annual \$50,000 Lifetime	\$15,000 Annual \$50,000 Lifetime
Lifetime limits for all others expenses	Unlimited	\$1,000 per person
Mental health and drug abuse-in-hospital	100% up to 25 days Balance at 90% up to annual/lifetime limits	50 days at 50% after ded. up to annual/lifetime limits
Mental health and drug abuse-out-of-hospital	90% up to annual/lifetime limits	70% after ded. up to appeal/lifetime limits
Alcohol abuse	In-patient: 100% Out-patient: 90% up to	In-patient: 70% after ded. Out-patient: 70% after ded. up to

	annual/lifetime limits	annual/lifetime limits
Prescription drug/co-payment coverage	90% covered 30% coinsurance	70% covered 30% coinsurance
Chiropractic care	90% covered 10% coinsurance	70% covered 30% coinsurance
Maternity	100% after \$5 co-payment for 1 st visit	70% covered 30% coinsurance
Physical therapy	90% covered 10% coinsurance	70% covered 30% coinsurance

Prescription Lens Reimbursement \$200 every 24 months

BENEFIT	RETIREE COVERAGE
Decrease in benefits for Medicare-eligible retirees	No
Plan pays the difference between Medicare and UCR allowance	Yes
Rate/premium reduced for Medicare eligible retirees	Trad: 34%-47% reduction NJ Plus: 39%-51% reduction Memo re: SHBP rate revised annually
Automatic "Spinoff" from Medicare to secondary plan	Yes

Appendix A-2

WATERFORD TOWNSHIP BOARD OF EDUCATION

Delta Premier

Fee Basis: The following Delta Premier Program is based upon the Usual Customary and Reasonable Fee Concept.

Program I	Co-Payment-Presentive and Diagnostic	100%
	Remaining Basic Benefits (Includes Repair of ***):	80/20
	Crowns, Inlays and Gold Restorations:	80/20
	Prosthodontic Benefits	60/40

- * The maximum amount payable by Delta for the above dental services provided on eligible patient in any calendar year's \$2000.00 and a \$25/00 annual deductible.
- * Individuals at their option, if permitted by the carrier, may select additional dependent coverage which small made through payroll deductions.
- * Individuals may selects eligible dependent coverage at no cost provided they select the "Flag Ship Program".

Delta Preferred

If a Delta Preferred Program is included on an options cases, then at must *** employees must enroll in order to implement the benefits.

FLAG SHIP DENTAL

SCHEDULE OF BENEFITS AND COPAYMENTS:

(Board pays full cost for employee & Dependent)

Subject to the limitations, exclusions and member copayments set forth herein the following services shall be performed as needed and deemed necessary by the Plan Dentist

1. PRIMARY BENEFITS to be performed by your selected Primary Care Dentist:

	<u>MEMBER PAYS</u>
VISITS AND DIAGNOSTIC	N/C
PROPHYLAXIS AND FLORIDE TREATMENT	N/C
X-RAYS	N/C
ORAL SURGERY	N/C
PERIODONTICS	N/C
ENDODONTICS	N/C
RESTORATION	
Silver Restorations-Primary Teeth	N/C
Silver Restorations-Permanent Teeth	N/C
Acrylic, Plastic Restoration-Anterior teeth Primary and Permanent	N/C
Crowns (Caps)	
Acrylic 75	
Acrylic with metal	230
Porcelain	220
Porcelain with metal	240
Full metal crown	240
Gold onlay or 3/4 crown	230
Stainless steel (primary)	50
Stainless steel (permanent)	50
Removable acrylic space maintainer	N/C
Fixed spacer, band type	N/C
PROSTHETICS (includes Fixed Bridges)	
Artificial Tooth Replacement	
Tru-pontic type	240
Porcelain to metal	240
Plastic processed to gold	230
Dentures	
Complete upper denture	250
Complete lower denture	270

Partial upper/lower(each)	270
Denture and partial adjustments	N/C
Denture and partial repairs	20
Adding teeth/clasps to existing partial or denture (per month)	30
Office reline	55
Laboratory reline	75
Recementation	N/C
Other Procedures	
Failure to cancel appointment (24 hr. notification)	25
Emergency visit after normal visiting hours	25

2. SPECIALTY SERVICES to be performed by Plan Dental Specialist only if approved in advance by FLAGSHIP after referral by the patient's Primary Care Dentist.

PERIODONTICS	N/C
ORAL SURGERY	N/C
REMOVAL OF CYST AND NEOPLASM	N/C
EXCISION OF BONE TISSUE	N/C
SURGICAL INCISION	N/C
OTHER SERVICES	N/C
ENDODONTICS	N/C
OUT-OF-AREA-EMERGENCY CARE	

Flagship will reimburse actual charges up to \$50.00 per covered person when receiving emergency care while temporarily more than 35 miles from the Attending Flagship Dental Office.

While

Appendix A-3

**WATERFORD TOWNSHIP
BOARD OF EDUCATION**

**Prescription Drug Program
Benefits Summary**

**\$2/\$10 Generic Incentive Program
\$0 Mail Order
Includes Needles & Syringes
Includes Contraceptives**

**Excludes Smoking Determents
Excludes Rogaine
Excludes Retin A
Excludes Fertility Drugs
Excludes Anti-Obesity Drugs
Excludes Vitamins & Minerals**

**Dependent Handicapped Children to Age 19
Students to Age 23**